EASTSIDE CATHOLIC

MIDDLE SCHOOL ATHLETIC WAIVER FORM
2026-27

AGREEMENT REGARDING PARTICIPATION, ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY, AND INDEMNIFICATION

Student name: _____ Birth date: _____Grade: _____

The purpose of this Agreement is to enable parents and students to give informed consent for a student to participate in the 2026-27 CYO Middle School Athletic program(s) at Eastside Catholic School ("EC") and to confirm the agreement of the student and the parents regarding assumption of risks, waiver and release of liability and indemnification, as a condition of the student's participation in one or more Eastside Catholic CYO athletic programs, including but not limited to Cross Country, Soccer, Track & Field, Volleyball and Basketball. This agreement also provides for consent regarding photographs, publication and media coverage of the 2026-27 CYO Middle School Athletic Program(s).

RISKS: I agree and understand that there are significant risks (some known and others unknown or unforeseeable) or death associated with participation in a **CYO cross country** program. These risks include the possibility of very serious injuries which can occur for a variety of reasons and under a variety of circumstances related to the CYO cross country program. Such risks include, but are not limited to, the risks of injury; disability; paralysis or even death resulting from causes including, without limitation, field/track/course conditions; actions of runners/athletes on opposing teams; weather; improper techniques in executing the skills needed to participate in the sport of CYO cross country; actions of teammates or spectators; hazards inherent in a sport involving extensive and sometimes violent physical contact; improper or malfunctioning equipment; improper or inadequate training or coaching; negligence of EC employees, volunteers or others of the Releasees identified below; and transportation to and from practices or games.

RISKS: I agree and understand that there are significant risks (some known and others unknown or unforeseeable) or death associated with participation in a school **CYO soccer** program. These risks include the possibility of very serious injuries which can occur for a variety of reasons and under a variety of circumstances related to the CYO soccer program. Such risks include, but are not limited to, the risks of injury; disability; paralysis or even death resulting from causes including, without limitation, field/court conditions; actions of players on opposing teams; weather; improper techniques in executing the skills needed to play the game of soccer; actions of teammates, referees or spectators, hazards inherent in a sport involving extensive and sometimes violent physical contact; improper or malfunctioning equipment; improper or inadequate training or coaching; negligence of EC employees, volunteers or others of the Releasees identified below; and transportation to and from practices or games.

RISKS: I agree and understand that there are significant risks (some known and others unknown or unforeseeable) or death associated with participation in a **CYO track and field** program. These risks include the possibility of very serious injuries which can occur for a variety of reasons and under a variety of circumstances related to the CYO track and field program. Such risks include, but are not limited to, the risks of injury; disability; paralysis or even death resulting from causes including, without limitation, field/course/track conditions; actions of players on opposing teams; weather; improper techniques in executing the skills needed to participate in the events of track and field; actions of teammates or spectators; hazards inherent in a sport involving extensive and sometimes violent physical contact; improper or malfunctioning equipment; improper or inadequate training or coaching; negligence of EC employees, volunteers or others of the Releasees identified below; and transportation to and from practices or games.

RISKS: I agree and understand that there are significant risks (some known and others unknown or unforeseeable) or death associated with participation in a **CYO volleyball** program. These risks include the possibility of very serious

injuries which can occur for a variety of reasons and under a variety of circumstances related to the CYO volleyball program. Such risks include, but are not limited to, the risks of injury; disability; paralysis or even death resulting from causes including, without limitation, field/court conditions; actions of players on opposing teams; weather; improper techniques in executing the skills needed to play the game of volleyball; actions of teammates or spectators; hazards inherent in a sport involving extensive and sometimes violent physical contact; improper or malfunctioning equipment; improper or inadequate training or coaching; negligence of EC employees, volunteers or others of the Releasees identified below; and transportation to and from practices or games.

RISKS: I agree and understand that there are significant risks (some known and others unknown or unforeseeable) or death associated with participation in the **CYO basketball** program. These risks include the possibility of very serious injuries which can occur for a variety of reasons and under a variety of circumstances related to the CYO basketball program. Such risks include, but are not limited to, the risks of injury; disability; paralysis or even death resulting from causes including, without limitation, the physical condition and health (known or unknown) of the student; court conditions; actions of players on opposing teams; weather; improper techniques in executing the skills needed to participate in the sport of basketball; actions of teammates, referees or spectators; hazards inherent in a sport involving extensive and sometimes violent physical contact; improper or malfunctioning equipment; improper or inadequate training or coaching; negligence of EC employees, volunteers or others of the Releasees identified below; and transportation to and from practices or games.

INSURANCE: All students choosing to participate in EC's 2026-27 Middle School CYO Athletic Program(s) are required to be covered by personal medical/accident insurance. As a condition of participation, EC requires all students choosing to participate in the 2026-27 Middle School CYO Athletic Program(s) to have medical/accident insurance coverage providing, at a minimum, benefits covering medical services, hospitalization and related services, medications, equipment, etc. I am confirming that my child/ward has current medical/accident insurance coverage and that such coverage will be maintained for the duration of my child's participation in EC's 2026-27 Middle School CYO Athletic Program(s). I confirm my understanding and consent that by participating in EC's 2026-27 Middle School CYO Athletic Program(s), my child/ward may be photographed, identified and/or interviewed by people providing information for school publications or the media. I give my permission for EC to publish, on its website or in school publications, photographs and other information which may identify my child/ward related to my child's participation in EC's 2026-27 Middle School CYO Athletic Program(s).

EMERGENCY MEDICAL TREATMENT: I give my permission to EC staff to make decisions regarding emergency medical treatment for my child/ward in the event that neither of the child/ward's parents can be reached at a time when any such decisions need to be made, and I hereby consent to emergency medical treatment, hospitalization or other medical treatment as may be deemed necessary for the welfare of my child, in the event of injury or illness while my child/ward is participating in EC's 2026-27 Middle School CYO Athletic Program(s).

I confirm that my child/ward is healthy and able to participate in EC's 2026-27 Middle School CYO Athletic Program(s) and have had the opportunity to consult with a physician on this subject if I chose to do so.

PERMISSION AND RELEASE - READ CAREFULLY BEFORE SIGNING:
Realizing that there are risks inherent in any Eastside Catholic Middle School CYO Athletic Program(s), and in consideration of my or our child/ward's being allowed to participate in Eastside Catholic Middle School CYO Athletic Program(s), I/we agree to assume all risks (whether known or unknown) of participation in Eastside Catholic Middle School CYO Athletic Program(s), to release and hold harmless EASTSIDE CATHOLIC SCHOOL, together with its faculty, staff, employees, coaches, volunteers, trustees and other agents (collectively, the Releasees), from any and all claims, liabilities and damages relating to any injury, sickness, death or destruction of any property which may arise out of, result from or be in any way

connected with the participation of my child/ward in EC's 2026-27 Middle School CYO Athletic Program(s), including transportation to/from related events or activities, other than claims, liabilities or damages based on the gross negligence

of EC or its employees. In addition, I/we agree to indemnify and hold the Releasees harmless from any and all claims for injuries or property damage brought on behalf of myself or our child/ward or alleged to have been caused by me or by our child/ward while our child/ward is participating in EC's 2026-27 Middle School CYO Athletic Program(s).

I/WE HAVE READ THIS PARTICIPATION, ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY, AND INDEMNIFICATION AGREEMENT; FULLY UNDERSTAND ITS TERMS; UNDERSTAND THAT I/WE HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT; AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT (OTHER THAN THE OPPORTUNITY TO PARTICIPATE IN EC's 2026-27 MIDDLE SCHOOL CYO ATHLETIC PROGRAM(S)), ASSURANCE OR GUARANTEE BEING MADE TO ME/US. I/WE INTEND MY/OUR SIGNATURE(S) TO AFFECT A COMPLETE AND UNCONDITIONAL RELEASE AND WAIVER OF ALL LIABILITY, INCLUDING ANY NEGLIGENCE OF THE RELEASEES IDENTIFIED IN THIS AGREEMENT, AND TO INDEMNIFY THE RELEASEES, TO THE GREATEST EXTENT ALLOWED BY LAW.

I understand that EC's 2026-27 Middle School CYO Athletic Program(s) which may include practices, contests, competitions and/or related activities, may take place away from the main campus of Eastside Catholic School. When school transportation is not available, I am responsible for either providing that transportation, allowing my child to transport himself/herself to these activities, and/or allowing him/her to ride with another student or parent.

There are risks inherent in having my child/ward travel to and from EC's 2026-27 Middle School CYO Athletic Program(s) in vehicles driven by students (including my own child/ward), or parents, including without limitation the risks caused by weather and/or road conditions, the risks of inexperienced or negligent drivers, either in the vehicle in which my child/ward will be riding or in other vehicles on the road, and the risks of mechanical failure of vehicles. I agree to assume all such risks. By signing this waiver, for myself and on behalf of my heirs, assigns, personal representatives, next of kin, and marital community (if any), I HEREBY RELEASE AND HOLD HARMLESS EASTSIDE CATHOLIC SCHOOL AND ITS COACHES, EMPLOYEES, TRUSTEES, VOLUNTEERS, AND AGENTS (HEREINAFTER "RELEASEES") FROM ANY AND ALL LIABILITY CLAIMS, CAUSES OF ACTION, OR DEMANDS OF ANY KIND OR NATURE WHATSOEVER, AS WELL AS ANY AND ALL INJURY, DISABILITY, DEATH OR LOSS OR DAMAGE TO PERSON OR PROPERTY, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES, OR OTHERWISE, INCIDENT TO MY CHILD'S/WARD'S TRANSPORTATION OF OR BY ANY INDIVIDUAL IDENTIFIED IN THE PARAGRAPHS ABOVE TO ANY EC'S 2026-27 MIDDLE SCHOOL CYO ATHLETIC PROGRAM(S) FOR THE 2026-27 SCHOOL YEAR.

I have obtained the consent of any other parent or guardian with custodial rights affecting this Agreement Regarding Participation, Assumption of Risks, Waiver and Release of Liability and Indemnification and have the full legal authority to enter into this Agreement on behalf of myself and such other parent or guardian.

Student name (please print)	Student signature	Date
Parent or guardian name (please print)	Parent or guardian signature	Date
Second parent or guardian name (please print)	Parent or guardian signature (if applicable)	Date